



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#18 NOVEMBER 29, 2011

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SACHI A. HAMAI
EXECUTIVE OFFICER

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Board of Supervisors

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*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles
County residents through direct
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through collaboration with
community and university
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November 15, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH
ENTITIES FOR MOBILE HEALTH SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of a new Memorandum of Understanding with Training Resources Foundation Head Start Program and delegation of authority to enter into similar Memorandums of Understanding with various school districts, community based organizations, non-profit organizations and other health care providers to utilize their sites to provide mobile health services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services, or his designee, to sign a Memorandum of Understanding (MOU) with Training Resources Foundation Head Start Program for the provisions of mobile health services, effective upon Board approval until termination by mutual consent of both parties, or by written notice of either party by the provision of a 20 calendar day written notice to the other party, at no additional County cost.
2. Delegate authority to the Director of Health Services, or his designee, to sign similar MOUs with various school districts, community based organizations, non-profit organizations and other health care providers, to utilize their physical location to provide mobile health services, subject to review and approval by County Counsel and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 31, 1995, your Board approved a no cost MOU with the Los Angeles Unified School District (LAUSD) to provide school-based asthma treatment programs. Since then the LAC+USC Medical Center (LAC+USC MC) has provided mobile health services to support the school based asthma treatment programs at more than 90 campuses around Los Angeles County. The mobile health services team consists of county staff that includes a nurse, patient resource worker and a physician. The staff are assigned to one of the operative mobile units, which go out every week to planned sites in areas that have children who are at high risk for asthma.

Approval of the first recommendation will enable the LAC+USC MC to expand the program by allowing the Director of Health Services to sign a MOU, substantially similar to Exhibit I, with Training Resource Foundation Head Start Program to expand the mobile health services and provide diagnostic care and treatment to high-risk children. The Training Resource Foundation Health Start Program is a state-run program that helps low income mothers/children with pre-school care. Mobile health services will be provided at sites that are at high risk for asthma in and around the County. Pursuant to the MOU, the health team will evaluate students at-risk for asthma and initiate treatment on site with individual treatment plans given to the patients and parents as well as the school nurse.

Approval of the second recommendation will allow the Director or his designee to sign future MOUs with various entities, to expand the mobile health services for the continuation of the asthma screening and treatment and other health services. The morbidity and mortality from asthma disease continues to be a concern among children, families and health care providers despite improved therapies in the past few years. Up to 20 percent of children in Los Angeles County suffers from asthma. In addition, inner city populations are at a higher risk of death from asthma. It is critical that Department of Health Services (DHS) expand its mobile health services.

Implementation of Strategic Plan Goals

The recommended action supports Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There are no new additional costs as services will be provided using existing resources. Funding for the existing Breathmobile Program is included in the FY 2011-12 DHS Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 31, 1995, your Board approved an initial MOU with LAUSD. Subsequently on October 17, 2000, your Board approved an expansion of sites with LAUSD and delegated authority for DHS to enter into a MOU with Montebello Unified School District. As of November 5, 2008, the Asthma and Allergy Foundation of America Chapter has donated five (5) mobile health units to provide mobile health services.

The recommended MOU delineates the shared responsibilities between the organization and the County for the delivery of the mobile health services. Health screening, education, treatment and referrals will be conducted by the County at the various sites that want to enter into a MOU for

mobile health services. Sites are identified based on morbidity and mortality reports for children in low-income and high risk areas where health services are limited and scarce.

The MOU may be terminated by either party by the provision of a 20 calendar day written notice to the other party.

County Counsel has approved Exhibit I as to use and form.

The Breathmobile service is not a Proposition A Agreement.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that asthma screening and treatment services continue in Los Angeles County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is fluid and cursive, with the first name "Mitchell" and the last name "Katz" clearly distinguishable.

Mitchell H. Katz, M.D.

Director

MHK:pm

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

MEMORANDUM OF UNDERSTANDING

(Agreement for Volunteer Mobile Health Services at School, Head Start Programs or Other Community Sites)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2011,

by and between

COUNTY OF LOS ANGELES (here-
after "County"),

and

Training Resource Foundation Head
Start Program (hereafter "Site"),

WHEREAS, County, through its Department of Health Services, LAC+USC Medical Center (hereafter "Medical Center") and Community Site (hereafter "Site") have agreed to provide selected health services at school and/or community sites; and

WHEREAS, it is recognized that the provisions of this Agreement shall be construed in a manner not inconsistent with the California Education Code and other laws of the State of California; and

NOW, THEREFORE, the Training Resource Foundation Head Start Program and County agree as follows:

1. TERM: The term of this Agreement shall commence on the date first herein above written and shall continue in full force and effect until terminated by either Training Resource Foundation Head Start Program or County by the provision of a twenty (20) calendar days written notice to the other party.

2. LOCATION: The delivery of services by Medical Center will be Training Resource Foundation Head Start Program a state run program that helps low income mothers/children with pre-school care. Days and at times mutually agreed by both parties, and sites that are at high risk for asthma in and around LAC+USC Network.

3. STAFFING: Medical Center shall be solely responsible for staff providing services under this Agreement. Medical Center certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services. Medical Center certifies that it shall provide adequate supervision of the professional staff and or trainees. Medical Center certifies that staff will follow legal guidelines on reporting child abuse.

Medical Center certifies that all personnel in contact with children shall provide evidence of freedom from tuberculosis within six (6) months prior to the onset of service, and that they meet District criminal conviction standards.

4. EQUIPMENT: Medical Center will be responsible for the cost and care of Mobile Clinic.

5. MEDICAL CENTER RESPONSIBILITIES: Medical Center shall be responsible for the services described herein with parent/guardian written approval. Such services may include:

A. History and physical examination, including peak flow measurements;

B. Limited skin testing;

- C. Spirometry;
- D. Pharmacologic therapy;
- E. Patient/parent surveys, and education regarding environmental control measures, asthma management and treatment plans (includes video and/or reading materials) and refer/interventions for asthma and asthma related co-morbidities;
- F. Patient service worker; and
- G. Referrals for additional care where indicated (If the services required cannot be performed at the designated location or by staff present, Medical Center will make its best efforts for referrals as may be appropriate to the patient's needs).

6. PARENT CONSENT FOR SERVICES: Should services by Medical Center include any form of medical services, including diagnostic services, treatment, or counseling, Medical Center shall obtain written parent consent prior to providing service(s) to a minor.

7. SITE RESPONSIBILITIES: Site staff shall provide the mobile clinic medical team any necessary utilities, including phone lines, web access and electrical hookups, as required for the mobile clinic at selected school or community sites. District and/or Site staff shall:

- A. Identify students who are high risk asthma patients;
- B. Assists with coordination patients and parent for scheduled mobile clinic visits;
- C. Monitor asthma status utilizing individual treatment plans; and

D. Notify the mobile clinic medical team regarding patient status as necessary.

8. BILLING: Services will be provided at no cost to the Training Resource Foundation Head Start Program, to the children served. Medical Center will bill Medi-Cal, California Children Services, California Health and Disability Prevention and other third party payers for eligible patients.

9. INSURANCE: County shall either:

A. Present Training Resource Foundation Head Start Program, with an original Certificate of Insurance evidencing insurance coverage for general liability, medical malpractice, worker's compensation, and vehicles. County's general liability and medical mal-practice coverage shall, at a minimum, provide for limits of One Million Dollars (\$1,000,000) per occurrence. If written with an annual aggregate limit, the policy limit shall be Three Million Dollars (\$3,000,000); or

B. May satisfy all or any part of the above insurance requirement through use of a program of self insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Training Resource Foundation Head Start Program after execution of this Agreement at Site's request.

10. INDEMNIFICATION: Training Resource Foundation Head Start Program, shall indemnify, defend and save harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability,

including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Training Resource Foundation Head Start Program's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend and save harmless Training Resource Foundation Head Start Program, its appointed officers, employees, and agents from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

11. INDEPENDENT CONTRACTOR STATUS: This Agreement is by and between County and Training Resource Foundation Head Start Program and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Training Resource Foundation Head Start Program. The Employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

12. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES: Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

13. CONFIDENTIALITY: County and Training Resource Foundation Head Start Program, recognize that records and information maintained by them respectively

relative to pupils/community youth are confidential pursuant to Education Code Section 49060, etseq, and related provisions of Federal and State law.

14. GOVERNING LAWS: County and Training Resource Foundation Head Start Program, shall comply with all Federal, State and local laws, ordinances, rules, regulations, guidelines, and directives applicable to their performance under this Agreement.

15. CONFLICT RESOLUTION: Should any problems or conflicts arise in the course of the delivery of services, it is understood that the authorized representative of Training Resource Foundation Head Start Program, will work with the parties in conflict to accomplish and effective resolution through mediation.

16. NOTICES: The Director shall be authorized to execute all notices which are required or permitted by county under this Agreement. Addresses and persons to be notified may be changed by either party by giving a ten (10) day prior written notice thereof to the other party.

To District: Training Resource Foundation Head Start Program
330 East Kelso Street
Inglewood, CA 90301
Attention: Cynthia Littles

To County: Department of Health Services
Contract and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, California 90012
Attention: Division Chief

To County: LAC+USC Medical Center
1200 North State Street, Inpatient Tower
Los Angeles, California 90033
Attention: Chief Medical Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed in its behalf by its Director of Health Services and District/Site has caused the same to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

Training Resource Foundation Head Start Program

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel